

\_\_\_\_\_, 200\_\_\_\_  
Marlborough, Massachusetts

AGREEMENT made this date between the City of Marlborough and \_\_\_\_\_, hereinafter referred to as "the applicant" of \_\_\_\_\_, to secure construction of ways and installation of municipal services in the subdivision of land shown on a plan entitled:

by: \_\_\_\_\_, dated: \_\_\_\_\_, owned by: \_\_\_\_\_, address: \_\_\_\_\_.

KNOW ALL MEN by these presents that the applicant hereby binds and obligates himself, his, or its executors, administrators, devisees, heirs, successors and assigns to the City of Marlborough, a Massachusetts municipal corporation, acting through its Planning Board, in the sum of \_\_\_\_\_ dollars, and has secured this obligation by deposit with the Treasurer of said City of Marlborough, a deposit of money for the above sum represented by Bank Passbook No. \_\_\_\_\_, from the \_\_\_\_\_ Bank of \_\_\_\_\_, payable to the City of Marlborough, said sum to be used to insure the performance by the applicant of all covenants, conditions, agreements, terms and provision contained in the following:

- 1.Application for Approval Definitive Plan (Form C), dated: \_\_\_\_\_;
- 2.The Subdivision control law and the Planning Board's Rules and Regulations governing this subdivision and dated \_\_\_\_\_;
- 3.Conditions included in the Certificate of Approval issued by the Planning Board and dated \_\_\_\_\_;
- 4.The definitive plan as qualified by the Certificate of Approval;
- 5.Other document(s) specifying construction or installation to be completed, namely:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This agreement shall remain in full force and effect until the applicant has fully and satisfactorily performed all obligations, or has elected to provide another method of securing performance as provided in M.G.L., Chapter 41, Section 81-U.

Upon completion by the applicant of all obligations as specified herein, or before \_\_\_\_\_, or such later date as may be specified by vote of the Planning Board with written concurrence of the applicant and the bank, the bank passbook shall be returned to the applicant by the City and this agreement shall become void. In the event the applicant should fail to complete the construction of ways and installation of municipal services as specified in this agreement and within the time herein specified, the funds on deposit in the account represented by the aforesaid bank passbook and order drawn thereon may be applied in whole, or in part, by the Planning Board for the benefit of the City of Marlborough to the extent of the reasonable cost to the City of completing such construction or installation as specified in this agreement. Any unused funds and the bank passbook will be returned to the applicant upon completion of the work by said City.

The City of Marlborough acting by and through its Planning Board hereby agrees to accept the aforesaid bank passbook and order drawn thereon as security for the performance of this project;

The \_\_\_\_\_ Bank of \_\_\_\_\_ hereby agrees not to release any funds from the account represented by the aforesaid bank passbook or otherwise amend or make a change to the aforesaid bank passbook or to the order drawn thereon without written agreement by the Planning Board.

Any amendments to this agreement and/or to the aforesaid security shall be agreed upon in writing by all parties to this agreement.

IN WITNESS WHEREOF we have hereunto set our hands and seal this \_\_\_\_\_ of \_\_\_\_\_, 199\_\_.

Signatures of a Majority of the Members  
of the Planning Board of the City of Marlborough

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss \_\_\_\_\_, 199

Then personally appeared Paul J. Priestley one of the above-named members of the Planning Board of Marlborough, Massachusetts and acknowledged the foregoing instrument to be the free act and deed, before me.

My Commission expires:

Signature of Applicant

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss \_\_\_\_\_, 199

Then personally appeared the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be a free act and deed, before me.

My Commission expires:

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\_\_\_\_\_ Bank

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss \_\_\_\_\_, 199

Then personally appeared the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be a free act and deed, before me.

My Commission expires: